by means of a passenger elevator, as is required of a carrier of passengers horizontally by means of railway cars or stage coaches, that is, the highest degree of care is required.

Party Walls — Use in Common.—Deere, Wells & Co. v. *Weir-Sheegart Co.*, 59 N. W. Rep. 255. Where a wooden warehouse is framed against a brick wall in a permanent manner, even though its timbers are not let into the wall for support, nevertheless the attachment forms an enclosure and makes such a use in common of the wall that the owner is entitled to recover for its use and one-half value.

Railroad Company — Failure to Fence Tracks — Resulting Injuries to Employés.— Dickson v. *Omaha & St. L. R.R. Co.*, 27 S. W. R. 476 (Missouri). Plaintiff's husband, an engineer, was killed by the overturning of locomotive, due to the locomotive running over a bull, which had strayed on to the track through a defective fence. It was held that though the statute requiring railroad corporations to fence their tracks, only in express terms gives to the owners of cattle or other animals killed or injured, in consequence of a neglect to perform this duty, a right of action, yet that the law was designed likewise for the protection and safety of the traveling public whether as passengers or employés. The duty of a master to his servant requires the exercise of reasonable care not only to provide safe, adequate and suitable machinery and appliances for his use, but also to keep the premises upon which he is required to work in a condition reasonably safe and secure for the performance of the duties required of him; and there seems to be no reason why, at common-law, the railroad company would not as well be required to use reasonable care to prevent obstructions in the shape of cattle on its tracks as to see that the ties and rails are sound.

Receivers—Deposits and Payments.—Eccles v. *Drovers' & Mechanics Nat. Bank*, 29 At. Rep. 963 (Md.). Where the money of an individual is deposited by the receiver of a corporation to his own credit, as receiver, the latter is justified in giving a check to the individual in payment of the obligation, as the corporation is liable for the same.

Statute of Frauds—Sufficiency of Memorandum.—Williams v. *Smith*, 37 N. E. Rep. 455 (Mass.). A letter which merely states the proposal and acknowledges the giving an option on certain land does

not validate an oral contract for its sale. It is not sufficient evidence within the terms of the statute.

Telegraph Companies — Failure to Deliver Telegram — Damages. — *Garrett* v. *Western Union Tel. Co.*, 58 N. W. Rep, 1064 (Iowa). The plaintiff, a cattle dealer, had an agreement with his Chicago agents to keep him informed by wire of any changes in the cattle market. He delivered a message addressed to them to the defendant's operator, stating where he could be found, but the message was never sent. Receiving no answer and thinking that silence, as usual, meant no change, he bought cattle on the basis of the last report. Held, that the measure of damage was the difference in price of cattle in the Chicago market between the time of buying and of his agent's last report, and that it was immaterial that the plaintiff could have learned of the fall of prices by other means.

Trade Mark. — *Keasbey et al.* v. *Brooklyn Chemical Works et al.*, 37 N. E. Rep. 477 (N. Y.). The term "Bromo-Caffeine" was held to be a valid trade-mark, although the name had been in use to designate a chemical compound prior to its adoption as a trade-mark. The defendants could rightfully be restrained from an unlicensed use of the term in their business, done for the purpose of deriving benefits from the labor and skill of another.

Trial — Improper Remarks of Counsel — Withdrawal from Jury. — *Robertson* v. *Towu of Madison*, 26 Atl. Rep. 777 (N. H.). The plaintiff's counsel in his argument stated that the testimony of a witness was not in accordance with that given by him in a former trial. On the defendant's objection he withdrew the statement, apologized, and requested the jury not to regard it. Afterwards, on being requested to say it was not true, he replied he could not tell an untruth. Sufficient cause for setting aside the verdict.

Wrongful Levy Against Property—Liability of Officer and Plaintiff in Execution. — *Waldrup et al.* v. *Almand et al.*, 19 S. E. Rep. 994 (Ga.). Where in pursuance of a judgment an officer levied an execution upon personal property in the custody of the defendant, with notice that the owners of the same were her children, and that the mother's apparent possession was in reality theirs, it was held, that the officer was liable to the children in damages; and that the plaintiff in execution, having had like notice, was also liable.